The Solicitors' Journal
and Weekly Reporter.

(*ESTABLISHED IN* 1857.)

LONDON, DECEMBER 27, 1913.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law's Delays.

THE LORD CHIEF JUSTICE has a spirit that cannot be said to fear the charge of innovation—so dreaded by the average judge and lawyer. We believe that he took a novel course in prefacing his judicial work on the last day of term by a review of the efforts made to get rid of the arrears which have been so long a bye-word in connection with the common law courts, and which, in fact, led to the appointment of the recent commission. But Sir RUFUS ISAACS will be pardoned this departure by even the most hardened adherent of tradition, in view of the happy issue he had to chronicle. For it seems that arrears have been wiped out. Even the Divisional Court, sitting steadily day after day, has finished off its long list of waiting appeals and cases stated. But while there is this justification of the Lord Chief Justice's term review, we trust that judges in general will not regard it as a precedent for employing their last day in a summary of the work they have done. There are judges who use the occasion of addressing the Grand Jury at assizes as a convenient means of expounding their own views on things relevant and irrelevant. Indeed, latterly, this has seemed to be the chief object of the Grand Jury. And some of them, were the precedent started, might feel it their duty to use the last day of term for the same purpose.

The Divisional Court.

WE ARE glad that arrears have been cleared off in the Divisional Court, but we are not quite at ease as to the way in which it has been done. In the first place, it has been made possible by the device of employing only two judges to constitute the court. This we consider a mistake. A court of appeal should contain at least three judges, especially when—as in the case of the Divisional Court—it is a final court of appeal for all criminal cases which come before it, and, in the absence of special leave to appeal, is also a final court of appeal in civil cases. Again, it is peculiarly desirable that there

should be continuity in the decisions of a court charged with the control of the inferior tribunals which deal out the summary justice, civil and criminal, with which the average citizen is chiefly concerned. Such continuity is only possible when the Divisional Court has a more or less permanent president, and that president ought to be the Lord Chief Justice. It is only in occasional emergencies that a Divisional Court should consist of less than three judges, or should be constituted without the Lord Chief Justice. Lord RUSSELL OF KILLOWEN failed to see this; as a famous advocate he had a preference for jury trials over sittings *in banc*; and the result was that he left the Divisional Court to those of his juniors whom he thought not well fitted for presiding over trials or hearing commercial causes. Lord ALVERSTONE saw the defect of this system, and the discontinuity of policy and practice which resulted from it; he restored the Divisional Court to its old dignity and prestige by sitting as its president whenever that was practicable. During his regrettable illness the old system was of necessity temporarily renewed, but we hoped it would not be permanent. We trusted that Sir RUFUS ISAACS would see his way to preside in this court himself, and now that arrears have been wiped out we hope that he will do so. And our last objection to a two-judge Divisional Court is the awkward situation which arises when the judges differ—as has happened frequently this term. When the junior judge is in favour of dismissing an appeal, but withdraws his considered judgment out of deference to his senior, thereby allowing an appeal which would otherwise be dismissed, grave cause for dissatisfaction is given to the respondent. We hope that next term an effort will be made to get three judges for this important court.

The Business of the Probate, Divorce and Admiralty Division.

ON THE Probate and Divorce side of the division every case set down in the term's list has been tried with the exception of twenty-one special jury cases, some of which were added during the sittings, and three cases in the common jury list, which had also been added to. Exception must also be made of those cases in which there was a stay for security for costs, or on the ground that the parties were unprepared for trial. There were 356 cases set down in the undefended list, thirty-seven in the common jury, and thirty two in the special jury lists. Some cases were, during the term, transferred from one list to another, and, consequently, appeared in both. Mr. Justice BARGRAVE DEANE disposed of the term's list, with the assistance of the President, when the state of the business permitted.

Committals to Assizes or Sessions.

SIR RUFUS ISAACS has taken the right course, it would seem, with reference to the question of committals to assizes. A hopeless situation had arisen. Under the Assizes Relief Act, 1889, it became the duty of justices in petty sessions to commit cases triable at quarter sessions to that court in preference to assizes *unless a special reason to the contrary exists*. A Home Office circular, dated 1896, and settled after consultation with the judges, advised the justices as to how they should exercise their discretion. But Mr. Justice AVORY thinks the circular out of date, and has, in effect, penalized the prosecutor in cases in which the justices, acting on the circular, have committed prisoners to assizes where his lordship considers that they ought not to have done so. Between the Home Office and Mr. Justice AVORY clerks to justices have had a Hobson's choice. Which are they to obey? Following a precedent, it seems, set by Lord ALVERSTONE in 1903, when that Chief Justice addressed a letter to the Stipendiary Magistrate of Birmingham advising him as to the exercise of his statutory discretion under the Assizes Relief Act, Sir RUFUS ISAACS has ascertained the views of his fellow judges and addressed a letter to Mr. YATES, K.C., Stipendiary Magistrate of Manchester, in which he sets out the course which justices should adopt. By this happy expedient, magistrates are given the much-needed authoritative guidance for which, during the last six weeks, so many of them have been asking.

Special Reasons for Committal to Assizes.

THE COURSE advised by the Lord Chief Justice will commend itself to all. He points out that each case must be considered on its special merits, and that no general rules should be acted on as a matter of invariable practice by committing justices. But certain points should receive special attention from them. First of all comes the character of the offence; this means, we presume, that trivial assaults and larcenies should not be sent to assizes. Next comes the probability of the prisoner pleading guilty, in which case, we suppose, since he need not be bailed, he may be reserved for quarter sessions even if the interval is a long one. But is it not rather difficult to guess whether or not a prisoner is going to plead guilty? Probably what the Lord Chief Justice means is, that when the prisoner is defended by a professional advocate at the preliminary investigation or sets up a defence of his own, or states that he is going to reserve his defence, justices should assume that his plea at the trial will be Not Guilty, and should exercise their discretion on that assumption. The third point mentioned in the letter is the severity of sentence likely to be inflicted. This means, we suppose, that it a sentence obviously exceeding the period of waiting for the next quarter sessions is likely to be passed, justices should commit there and not to a nearer assizes. But here again justices may have some difficulty in gauging the severity of sentence. So much depends on the idiosyncrasy of judges and recorders. Happily this difficulty is a diminishing one since the Court of Criminal Appeal is gradually using its periods so as to standardize sentences as much as possible. The fourth point dealt with by the Lord Chief Justice is that of time. The mere fact that the prisoner will get an earlier trial at assizes, he says, is not enough to justify committal there; but it is an element to be considered, especially when the period of waiting for the next quarter sessions is a long one. Even in the case of prisoners on bail, he considers, hereby differing from Mr. Justice AVORY'S expressed view, justices should not necessarily refuse him the benefit of a speedy trial. Again, when some offences with which the prisoner is charged are triable only at assizes but others at quarter sessions, there is a *prima facie* ground for sending him to assizes instead of committing him to two different courts. But even in this case, if he pleads guilty to the indictments triable only at assizes, justices may in a proper case send the others to quarter sessions, if that court comes first, for at the prisoner's request all outstanding offences can be taken into consideration in passing sentence in respect of one. Lastly, the Lord Chief Justice advises magistrates to assist the court by giving upon the depositions their "special reasons" for sending to assizes any case triable at quarter sessions. This is sound sense, and, indeed, the whole memorandum is of an extremely helpful nature.

The Law of the Air.

THE GROWTH of aircraft has had one more or less inevitable consequence, it has resulted in collisions between these remarkable vessels. One such collision has been followed by a High Court action, which has drawn attention to the uncertainty at present existing as to the "Rules of the Road" which prevail in aerial voyages. The more numerous aeroplanes grow, the more numerous will be collisions between them—if we may judge from the analogy of motor-cars. Hence a "Law of the Air" is becoming necessary. But which model is to be adopted in framing the necessary code, that of the land or that of the sea? For the Rule of the Road is not the same in each case. In the case of the land, where roadways are narrow and clearly defined, it is contained in the Highway Act, 1835, and a series of similar statutes. In the case of the sea, it is contained in Regulations for Preventing Collisions at Sea, made in pursuance of the Merchant Shipping Acts by the Board of Trade. When our next Aerial Navigation Act authorizes the Home Office to frame the Regulations for Preventing Collisions in the Air, no doubt the latter model will be followed. For the air, like the sea, resembles a plain rather than a highway. Hence all the rules which compel vessels to pass one another on the port or the starboard tack, according to their relative situations

in respect to the wind and to one another, seem equally applicable in the air. Again, the distinction between sailing vessels and steamers, which requires the latter to keep out of the way of the former because of their greater command of their route, obviously applies to balloons when compared with aeroplanes, driven, as the latter are, by an engine. Indeed, Mr. BUTLER ASPINALL, K.C., the well-known Admiralty practitioner, has written a letter to the *Times* in which he suggests that the present sea rules need little alteration in applying them to aircraft, and to illustrate his contention he gives examples. But there is one additional point to be provided for in the case of the air, which does not occur at sea, except so far as submarines are concerned. Vessels in the air can, and do, vary their route *upwards and downwards*, not merely to *port and starboard*. Indeed, in order to take advantage of wind currents they must constantly vary their altitude. Obviously the air rules must provide for this, and here the sea rules are no guide at all. And this point, too, is likely to be much the most important one in the case of air-craft. How it is to be provided for we are not expert enough to suggest. Perhaps some of our readers can help with a solution of the problem.

Undeveloped Land Duty.

IN TWO cases on the land duties decided towards the close of last sittings the Court of Appeal have reversed the decision of the judge of first instance in favour of the Inland Revenue Commissioners. One of these—the case of *Southend-on-Sea Estate Co.* v. *Inland Revenue Commissioners* (*ante* p. 137)—dealt with section 17 (5) of the Finance Act, 1910, which exempts from undeveloped land duty agricultural land held on a tenancy created before 30th April, 1909; but if the landlord "has power to determine the tenancy of the whole or any part of the land," the tenancy is not to be deemed to continue after the earliest date subsequent to the Act when he could determine it. In the case in question a landlord had power to resume possession for the purpose of building. In fact he never wanted to build, and he did not resume possession; but the Inland Revenue Commissioners said that he might have done so, and that he had lost the benefit of the exemption, and SCRUTTON, J., agreed with them. But, as we pointed out at the time, this is not a reasonable construction of the Act. The landlord has not an arbitrary power to resume possession; the tenant is safe against him until he actually requires the land for building. When this is the case, the landlord's power arises, but not before, and accordingly until this is the case the tenancy is a continuing tenancy for the purpose of undeveloped land duty. The Court of Appeal had no difficulty in taking this view and reversing the decision of SCRUTTON, J. To hold otherwise would have meant, indeed, that the landlord was bound to desire to build just to please the revenue, whether he really desired to do so or not. The argument, indeed will not bear examination.

Original Value for Reversion Duty.

THE SECOND of the two cases just referred to—*Marquis Camden* v. *Inland Revenue Commissioners* (*Times*, 20th inst.)—raised an important question as to the calculation of original value for the purpose of reversion duty. It is possible to assess the value of premises at the present time when the lease falls in, but the value at its commencemnt—probably many years ago—must be matter of guess work in the absence of any guiding rule. Accordingly, it is provided by section 13 (2) that the original value shall be ascertained "on the basis of the rent reserved and payments made in consideration of the lease (including in cases where a nominal rent only has been reserved, the value of any covenant or undertaking to erect buildings or to expend any sums upon the property)." In the present case the question arose whether the words "payments made in consideration of the lease" are confined to money actually paid to the lessor for the lease, as is usually the case with premiums; or whether they include payments expended, by agreement, in improvement of the property before the lease, which are, of course, part of the consideration for which the lease is granted. HORRIDGE, J., took the former view, and excluded the lessee's expenditure on the property in anticipation of the lease as an element in calculating the original value. But the Court of Appeal have reversed this decision. The sum actually spent was £6,000, and, under the circumstances, this was "a payment made in consideration of the lease." The construction thus adopted possibly makes it difficult to account for the insertion of the subsequent words of the section in the parenthesis (*supra*); but it seems to follow the principle of assessment underlying the section.

Restrictive Covenants.

WE HAVE been favoured by correspondents with a copy of the full judgment of the Court of Appeal in *Long* v. *Gray*, and it has been suggested that our report of the case (*ante*, p. 46) was not sufficiently accurate. The way would have been clearer for a correction of the report if the judgments had contained a complete statement of the facts; but we gather from the judgment of the Master of the Rolls that the house against which the covenant in question was sought to be enforced was No. 16, and the house in respect of which the benefit of the covenant was asserted was No. 18. We seem to have reversed these. But so far as the matter depended on the particular houses, and on the order in which the conveyances by the common vendor were executed, it is better not to make any definite correction in our report, but to refer our readers to the fuller report which it may be presumed will be given in the *Law Reports*. Apart from these details, the interest of the case lies in the affirmation of the principle laid down in recent decisions that the operation of a restrictive covenant is not a matter of covenant merely, and does not depend on the technical considerations bearing on covenants. An attempt was made on behalf of the defendants, who were the appellants, to revive the strict doctrine of *Roach* v. *Wadham* (6 East, 289) that, in order to enable a covenant to run with the land, there must be privity of estate between the successors in title of the covenantee and the covenantor. This view was contested by the Real Property Commissioners of 1833, but has, perhaps, never been definitely overruled as regards the strict legal basis of the currency of covenants affecting land.

Negative Easements.

THE OBJECTION to it is that when, as in the present case of *Long* v. *Gray*, a conveyance is taken under a power to revoke the uses of a settlement and make a fresh appointment, the continuity of the estate is broken, and it is hopeless after that to base anything on privity of estate. This seems to have been considered by WOOD, V.C., in *Child* v. *Douglas* (2 Jur. N.S. 950) a sufficient ground for setting aside the strict doctrine of *Roach* v. *Wadham*. But in fact another and safer ground has been found in the equitable doctrine of restrictive covenants. For a time the theory held sway, that the covenant was binding in equity on the conscience of any purchaser from the covenantor who took with notice. This was the principle of the decision in *Talk* v. *Moxhay* (2 Ph. 774), and for many years it seemed to be a well-established doctrine. But Sir GEORGE JESSEL virtually upset it when he defined the burden of a restrictive covenant as a negative easement, and treated it as creating, in favour of persons entitled to the benefit of the covenant, an equitable interest in land, not depending at all upon the conscience of the servient owner, but being inherent in the land, like any other equitable interest, until the land comes to a purchaser for value who takes the legal estate without notice of the covenant. This doctrine has been worked out in such cases as *Rogers* v. *Hosegood* (1900, 1 Ch. 388, C.A.), and *Re Nisbet and Pott's Contract* (1906, 1 Ch. 386, C.A.), and *Long* v. *Gray* seems to be another example of it. Our report, which was necessarily brief, brought out, we think, this aspect of the decision, but when the case is more fully reported it will merit a careful examination.

Alteration of the Venue of Cases Tried on Circuit.

ONE OF the recommendations of the Commission on Delay in the King's Bench Division is that the judge of a circuit should be empowered to alter the venue of any cause entered for trial to the last place on circuit unless at least four causes have been entered at the place originally fixed for its trial; or unless, in his opinion, and with the consent of the parties, any particular cause involves boundary questions, necessitates a view, or requires a

specially large number of local witnesses, and would, therefore, be better tried on the spot. Those whose recollections go as far back as the days of the Home Circuit will remember that the last assize town on that circuit, which was always in the county of Surrey, was chiefly supplied by cases in which the venue had been changed from London as one of the counties constituting the circuit. The judges readily allowed the change, thinking it was the only remedy for intolerable delay. But the result of this indulgence was not altogether satisfactory. The circuit judges were dismayed at the length of the Surrey list, and did their best to hurry through it as quickly as possible. It must be admitted that many of the causes were of a flimsy character, but good and bad disappeared with alarming rapidity. One of the most urgent reforms in the procedure at our assizes is reasonable security for the full trial of a protracted cause.

The Real Property and Conveyancing Bills.

THE PROPOSED CHANGES IN REGISTRATION OF TITLE.

VIII.

The Real Property Limitation Acts.—The Land Transfer Commission recommended that the Statutes of Limitation should operate with regard to registered land in the same manner as with regard to unregistered land; "so that when the title of the registered proprietor has become extinguished by virtue of these statutes, the person who has acquired a title against him should be entitled to an order for the rectification of the register by the substitution of his name as registered proprietor." (Report, par. 81.) And this recommendation was amplified in a manner to which we shall refer presently.

The Land Transfer Act, 1897, has already made an inroad on the original scheme of the Act of 1875, with a view to asserting the fundamental doctrine of English real property law and of bringing the register into harmony with the actual possession. It is axiomatic in private conveyancing that the paper title is a vain thing unless it is supported by possession; and if at any given moment an adverse possession commences—that is, a possession not in accordance with the paper title—an inchoate possessory title arises, which, if not interrupted, will in course of time ripen into the true title. This modern doctrine of adverse possession reproduces in simplified form the old law under which seisin was a good root of title, and makes it essential that an owner, in order to maintain his title, shall maintain his possession. The fundamental importance of possession was neatly expressed in Maitland's phrase "The Beatitude of Seisin."

But the framers of the Land Transfer Act, 1875, started on a different track. The object of the register was to introduce a new and glorified paper title, and not unnaturally this was to be supreme. Doubtless it was intended that no title should be registered as absolute unless it was founded on possession, and the inquiries made on registration of absolute titles have, it may be presumed, prevented the registration of such titles in favour of non-possessors, at any rate as regards the substantial portion of the land in question. And, in general, the same holds good of possessory titles, though a striking instance to the contrary occurred in *Marshall* v. *Robertson* (50 SOLICITORS' JOURNAL, 75). But while possession at the time of registration may, as a rule, be presumed to be in the applicant for registration, it does not follow that this possession will continue, and the mere establishment of a system for registration of title does not exclude the operation of the Statute of Limitations so as to prevent the registered title from being extinguished by adverse possession: *Belize Estate Co.* v. *Quilter* (1897, A. C. 376); *Re Hayden* (1904, 1 I. R. 1). The Land Transfer Act, 1897, however, expressly forbade this result. Section 21 provided that "a title to any land adverse to or in derogation of the title of the registered proprietor shall not be acquired by any length of possession," with, of course, a saving for the case of an adverse possession existing at the time of first registration of a possessory title.

The effect of section 21 was to make the registered title independent of possession, and, however long an adverse possession might continue, the registered title still prevailed and might, at any moment, be asserted. In other words, the Statute of Limitations was definitely excluded. This, however, was opposed to the principle stated above, that title depends ultimately on possession, and prior to the Act of 1897 it had been frequently pointed out that, in case of adverse possession for the statutory period, it should be possible to rectify the register so as to make the registered title agree with the actual possession. Under such a plan, registration of title produces its proper effect, while it does not interfere with the fundamental principles of English law. Registration is evidence of title, and a claimant to land who can prove his title from the register, and support it by possession, requires no other proof. But possession still remains the source of a right of possession, which entitles the possessor to rank as the owner against strangers, and which, in course of time, if the true owner fails to assert his title, will ripen into ownership.

To a certain extent the principle was adopted by the Act of 1897, which, by section 12, re-enacted section 21 of the Act of 1875, with the addition of a proviso enabling the court to rectify the register under section 95 of the Act of 1875 in favour of a title acquired by adverse possession. But this was "subject to any estates or rights acquired for valuable consideration in pursuance of" the Acts. And though section 18 of the Act of 1875 was amended so as to include among matters which are not to be deemed to be incumbrances, and which, therefore, are paramount to the registered title, "rights acquired, or in course of being acquired, under the Limitation Acts"; yet there again, the alteration was "subject to the provisions of the Act," and the effect was to preserve the qualification of section 12 in favour of registered titles obtained for valuable consideration. The net result was to deprive the registered title of the absolute superiority over actual possession which was allowed under the Act of 1875, but to leave the title of a transferee for value unaffected by the statute, at any rate, at its commencement. In other words, section 12 gave prevalence to the title of the adverse possessor, where perfected by the statute, subject to his applying for and obtaining rectification of the register in his favour; save that if, before such rectification, there was a transfer on the register for value, then the case were taken out of the statute, though not, it would seem, permanently. No doubt the running of the statute was only checked by the transfer, and unless the transferee asserted his title, the statute would at once begin to run against him, and thus completion of the possessory title would be delayed for a further twelve years.

If the statute is to operate at all, this is an obviously inconvenient result. The running of the statute is not stopped, as in cases off the register, by entry on the land, or by the issue of a writ, but by an entry on the register which has no connection with the fact of possession at all. And seeing that a transferee for value ought to take the ordinary precaution of ascertaining that the transferor is in possession, there is no reason why a special exception should be allowed in his favour. Accordingly the Land Transfer Commission recommended that this exception should be removed. After observing, as above stated, that the register should be capable of rectification in favour of a title acquired under the statute, they said:

> "We further think that the effect of rectification should not be limited in the manner provided by section 12 of the Act of 1897, so as not to affect estates and rights acquired by registration for valuable consideration, as it appears to us that this limitation deprives the party who has acquired a title under the statutes of the benefit which these statutes are designed to give him. The rectification should, in our opinion, extend to the displacement of all estates and rights which have become barred [or rather extinguished] by the statutes, though of course the estates or rights of any mortgagees or other persons whose estates or rights remain unbarred, shoul be preserved."

The Commissioners observed that their recommendations, if

adopted, would require the entire re-casting of section 12 of the Act of 1897, and this is done by clause 70 of the Real Property Bill, the first two paragraphs which are as follows:

> Clause 70 (1).—The Limitation Acts shall apply to registered land in the same manner and to the same extent as those Acts apply to land not registered, except that where, if the land were not registered, the estate of the person who is the registered proprietor of the land would be extinguished, such estate shall not be extinguished but shall be deemed to be held in trust for the person who has acquired title against him under the said Acts, but without prejudice to the estates and interests of any other person interested in the land whose estate or interest is not extinguished by the said Acts;
>
> (2) Any person claiming to have acquired a title under the Limitation Acts to the registered estate in the land may apply to be registered as proprietor thereof.

Paragraph (3) empowers the Registrar to register the applicant as proprietor with an absolute, good leasehold, or possessory title, as the case may require, but without prejudice to any estate or interest protected by entry on the register which has not been extinguished. And the registration is to have the same effect as the registration of a first registered proprietor. Since the former registered proprietor now holds as a trustee, the registered estate vests in the new proprietor at once under clause 67 (4). The registered proprietor or the applicant, or any other person interested, may apply to the court for the determination of any question arising under the section. Paragraph (4) gives the registrar power, under special circumstances, to award compensation to a person whose title is thus ousted from the register—a power which, we imagine, it would be very difficult to exercise satisfactorily. The clause is an excellent example of the care which has been taken in carrying out the recommendations of the Commission, and the scheme which it embodies, though it is novel, will apparently be simple and effective. Possibly, however, it might be well to make it clear that, where the registered proprietor is already holding as trustee for an adverse owner, a transferee for value from him will also hold as trustee. It may be pointed out that the provision under which the adverse owner will apply for registration as proprietor, rather than for rectification of the register, is in accordance with the principle that a title under the statute is a new title, and in no way dependent upon any former title.

[To be concluded.]

CASES OF THE WEEK.

House of Lords.

PRICE AND OTHERS (Appellants) *v.* ATTORNEY-GENERAL (Respondent). 18th July; 20th Nov.

CHARITY—NATIONAL SCHOOL—CONVEYANCE OF SITE UNDER SCHOOLS SITES ACT, 1841 (4 AND 5 VICT. C. 38)—TRUST FOR EDUCATION OF THE POOR—SCHOOL FOR PROMOTING EDUCATION IN THE PRINCIPLES OF THE ESTABLISHED CHURCH—FAILURE OF PARTICULAR INTENTION—CY-PRES DOCTRINE—SCHEME.

By a deed poll dated the 31st of December, 1867, a donor conveyed a site under the School Sites Act, 1841, to trustees to be used for a school, and directed that a school should be erected on the site, to be conducted in connection with the National Society as a Church of England school. This was done, and the trustees carried on a church school there for many years. Ultimately they were compelled to close the school for financial reasons.

The Court of Appeal had directed (Buckley, L.J., dissenting) that as, on the construction of the deed poll, the grantors had shown a general underlying educational intention, coupled with a special mode of giving effect to this intention, and the special mode had failed, the cy-pres doctrine applied. A scheme was accordingly directed to be formulated which should give effect to the general educational intention, but should authorize the use of the school for undenominational education.

Their lordships (having adjourned the appeal after argument, in view of a settlement), by consent discharged the order of the Court of Appeal, and made an order in the terms of the agreement arrived at by the parties.

The appellants, the trustees of a deed poll, appealed against a decision of the Court of Appeal (1912, 1 Ch. 667, 10 L. G. R. 416, 28 T. L. R. 238), giving directions for the settlement of a scheme substantially as brought in by the Attorney-General for the administration and management of the Baroness Windsor's charity trust for the educational benefit of the children and adults of the poorer industrial classes of the district of Caerphilly. By that order a judgment of Swinfen Eady, J., directing that a scheme should be settled for the management and regulation of the charity, was set aside, and the Attorney-General, who intervened at this stage of the proceedings, submitted a scheme under which, upon the failure of the trustees to carry on a church school on the site, the property might be used by the local educational authority for undenominational education on terms. The trustees appealed and contended that the scheme proposed by the Attorney-General and approved by the majority of the Court of Appeal (Buckley, L.J., dissenting), was plainly *ultra vires* and in derogation of the purposes of the charity as declared in the deed poll, while its adoption would endanger the charity by reason of the reverter clause in the Schools Sites Act, 1841. The last occasion when the case was before the House (on the 18th of July) it was adjourned with a view to a settlement, as it was stated that the decision would be of great importance, because the deed poll was on this point in accordance with a form which had been extensively used in connection with national schools, and that there were a large number of similar cases which were or might be affected by the decision.

20th of November.—The case being again in the list, it was stated by counsel that both sides had had an opportunity of thoroughly discussing the proposed new scheme for the trust. An agreement had been come to, which had the approval of the Attorney-General, by which the premises of the trust should be used for educational purposes, and that the trust was not to profit when the premises were let for other than church purposes. Their lordships were asked to vary the order of the Court of Appeal, and substitute the agreed scheme, with liberty to apply. No costs were asked for.

THE HOUSE (Lord HALDANE, C., the Earl of HALSBURY, Earl LOREBURN, and Lord PARKER) by consent discharged the order of the Court of Appeal, and made an order in the terms of the agreement arrived at by the parties.—COUNSEL, for the trustees, *Sir Robert Finlay*, K.C., and *P. S. Stokes*; for the respondent, *Sir John Simon*, A.-G., and *J. Austen-Cartmell*. SOLICITORS, *Crawley, Arnold & Co.*; *The Treasury Solicitor*.

[Reported by ERSKINE REID, Barrister-at-Law.]

METROPOLITAN WATER BOARD *v.* AVERY. 14th Nov.; 12th Dec.

WATER—SUPPLY—LONDON—"DOMESTIC PURPOSES"—CATERING BUSINESS—METROPOLITAN WATER BOARD (CHARGES) ACT, 1907 (7 ED. 7, C. CLXXI.), SS. 8, 25.

Where the occupier of a house, rated in the usual way in respect of water supplied for domestic purposes, uses that water for domestic purposes only, the fact that more than the ordinary amount of water is used by the occupier, because of business done with customers, does not entitle the Metropolitan Water Board to make an additional charge on him for the water used in his business.

So held, affirming decision of Court of Appeal (57 SOLICITORS' JOURNAL, 753; 1913, 2 *K. B.* 257; 11 *L. G. R.* 1150).

Appeal by the Metropolitan Water Board from an order of the Court of Appeal confirming an order of the Divisional Court, which reversed a decision of his honour Judge Woodfall, at the Westminster County Court. The defendant in the action, the present respondent, who is the licensee of the "Crutched Friars," Minories, carried on a small catering business on the licensed premises, consisting of serving some thirty lunches and teas daily to her customers. The premises were supplied with a water supply which was paid for as a domestic supply on the usual terms of 5 per cent. on the rateable value of the premises. The appellants sought to impose an additional charge in respect of the supply of water used in connection with the serving of the luncheons, on the ground that water used for cooking, washing up, &c., was water used for "trade or business," and was not included in the rate paid. In the county court they, as plaintiffs, claimed two quarters' water rate (non-domestic)—5s.—and Judge Woodfall gave judgment in their favour. The Divisional Court set that judgment aside, and the Court of Appeal having upheld that decision, the Water Board appealed. Counsel for the appellants were alone heard.

THE HOUSE took time for consideration.

Earl of HALSBURY, in moving the appeal should be dismissed, said: This case turns upon the construction to be given to the twenty-fifth section of the Metropolitan Water Board (Charges) Local and Personal Act. By the section it is enacted that the expression "domestic purposes" shall be deemed to include water-closets and baths within certain capacities, and then proceeds to exclude from that expression a large number of categories, among which are to be found any trade, manufacture, or business. If each of these words is to be taken as establishing a distinct category, that clause is unskilfully drawn, and, indeed, its main purpose is apparently not so much to define what are domestic purposes as to enact what shall *not* be deemed to be domestic purposes, and the result of giving the meaning to the phraseology of the defining section which is sought to be given to it in this case would be to enact what it is, I think, absolutely certain that the Legislature never intended. I think *Colley's case* (reported 1912, A. C. 24) is decisive of this case if one looks at the meaning of Lord Loreburn's judgment; and Mr. Justice Channell's judgment in *Pidgeon* v. *Great Yarmouth Waterworks* (1902, 1 K. B. 310) very clearly points out the mode in which the increased consumption of the water is intended by the Legislature to be paid for when used for domestic purposes. I cannot help adding that I think no ordinary person would have misunderstood the meaning that it was intended to enact but for the defining section

which, as I have said, is not a defining section at all. My noble and learned friend Lord Kinnear desires that it should be understood that he concurs in this judgment.

Lords DUNEDIN and ATKINSON read judgments to the like effect.—COUNSEL, for the appellants, *Sir Robert Finlay*, K.C., *Clavell Salter*, K.C., and *J. Goodland*; for the respondent, *Walter Ryde*, K.C., and *Konstam*. SOLICITORS, *Walter Moon; Maitland, Peckham, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

INGRAM & ROYLE (LIM.) *v.* SERVICES MARITIMES DU TREPORT (LIM.). No. 2. 12th and 13th Nov.

SHIP—LOSS BY FIRE—DECK CARGO AND UNSEAWORTHINESS—SHIPOWNERS' FAULT OR PRIVITY—BILL OF LADING—EXEMPTIONS FROM LIABILITY—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), s. 502.

The plaintiff claimed damages for the loss by fire of certain cases of mineral waters shipped on board the defendants' steamship. The exceptions in the bill of lading exempted the shipowners from liability for loss or damage by fire. The ship was, in fact, unseaworthy, and the loss was caused by such unseaworthiness.

Held, that the exceptions in the bill of lading were not such as to exclude the protection given to the defendants by section 502, and following the decision of the Court of Appeal in Virginia Carolina Chemical Co. *v.* Norfolk and North American Steam Shipping Co. (1912, 1 *K. B.* 229), *the defendants were entitled to the protection of that section, although the fire was caused by a breach of the implied warranty of seaworthiness.*

Decision of Scrutton, J. (57 SOLICITORS' JOURNAL, 375; 1913, 1 *K. B.* 538), *reversed.*

Appeal by the defendants, the Services Maritimes du Treport (Limited), from a decision of Scrutton, J. (reported 57 SOLICITORS' JOURNAL, 375; 1913, 1. K.B. 538), in favour of the plaintiffs for £1,368 odd, the value of a cargo of mineral waters loaded on the defendants' steamer *Hardy*, which was lost by reason of fire due to the explosion of a quantity of metallic sodium carried on deck. Owing to heavy weather, the sodium cases got loose and broke, the sodium coming into contact with water, and explosions and fire resulted. Scrutton, J., found that the deck cargo was not efficiently stowed, that the sodium was not packed in sufficiently strong cases, and that in consequence the ship was unseaworthy. He also found that the goods were lost by reason of fire within the meaning of section 502 of the Merchant Shipping Act, 1894, without the actual default or privity of the defendants, but held, following the decision in *Virginia Carolina Chemical Co. v. Norfolk and American Steam Shipping Co.* (1912, 1. K.B. 229), that the operation of the section was excluded by the exceptions in clause 1 of the bill of lading, and that these only relieved the shipowners provided the ship was seaworthy at the commencement of the voyage. He accordingly entered judgment for the plaintiffs. The defendants appealed. *Cur. adv. vult.*

The COURT (VAUGHAN WILLIAMS, BUCKLEY and KENNEDY, L.JJ.) held that the exceptions in the bill of lading differed in the present case from those in the *Virginia Carolina Chemical Co.'s Case*, and were not such as to exclude the appellants from the protection given to shipowners by section 502 of the Merchant Shipping Act, 1894. In the *Virginia Carolina Chemical Co.'s Case* the Court of Appeal held that the protection given by the section—and their decision on this point was not reversed by the House of Lords, who remitted the case back for findings of fact—applied, though the fire was caused by a breach of the implied warranty of seaworthiness. Accordingly the appeal allowed with costs, and judgment was entered for the defendants, the judgment which the plaintiffs had obtained for the value of their goods being discharged.—COUNSEL, for the defendants, *Dawson Miller*, K.C., and *F. D. Mackinnon*; for the plaintiffs, *D. C. Leck*, K.C., and *W. N. Raeburn*. SOLICITORS, *W. A. Crump & Son; Ballantyne, Clifford & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

MONCKTON *v.* PATHE FRERES PATHEPHONE (LIM.). No. 2. 28th Oct.; 24th Nov.

COPYRIGHT—MUSIC—GRAMOPHONE RECORDS—ROYALTIES—BOARD OF TRADE REGULATIONS FOR COLLECTING ROYALTIES—COPYRIGHT ACT, 1911 (1 & 2 GEO. 5, c. 46), s. 19 (6).

Regulations made by the Board of Trade as to the payment of royalties on gramophone records by means of adhesive stamps affixed to the records are within the scope of the Board's authority, and royalties must be paid in accordance with those regulations on any records made of copyright music after the coming into operation of the Copyright Act, 1911. The defendant had made and sold records of a musical composition before the 1st of July, 1911, the date when the Copyright Act, 1911, came into force. In an action to recover royalties, the plaintiff's case was that, although the defendants were entitled to make such records and sell them free from royalties up to the 1st of July, 1912, they were liable to pay for all sold since that date. The Board of Trade at that time had issued no regulations as to the mode in which royalties were to be paid.

Held, that Phillimore, J. (29 *T. L. R.* 174), *was right in deciding that the defendants were bound to pay royalties on the records, although the records were manufactured abroad prior to the 1st of July, 1912, and therefore could legally be sold here; but (reversing Phillimore, J., on this point) that such royalties must be paid for in accordance with the regulations which had been since made by the Board of Trade as to the mode in which such royalties were payable.*

Appeal and cross-appeal from a judgment of Phillimore, J. (reported 29 T. L. R. 174). The plaintiff, Mr. Lionel Monckton, appealed against the refusal of Phillimore, J., at the trial to grant an injunction restraining the defendant company from selling gramophone records reproducing a musical work known as the "Mousme Waltz," except under certain conditions. Before the Copyright Act, 1911, came into operation there was no right in a composer of a musical work to prevent its multiplication by mechanical contrivances, but such right was conferred by the statute as and from the 1st of July, 1912, and the main question was whether, in respect of records made prior to that date and sold subsequently, royalties were payable by stamps to be affixed. Phillimore, J., held that, although the defendants were bound to pay royalties in respect of the records sold in England after the date when the Copyright Act, 1911, came into force, they were not bound to pay royalties in respect of these records in accordance with the regulations of the Board of Trade, namely, by stamps. He therefore refused the injunction. *Cur. adv. vult.*

BUCKLEY, L.J., said that the Copyright Act, 1911, spoke of the right of the composer to restrain anyone from infringing his musical rights by making and selling, after the passing of that Act, *inter alia*, any records, and it would seem, therefore, that the Act gave no relief in certain cases in respect of records made and sold previous to the 1st of July, 1912. He thought the contention of the respondent company, however, that, as at the date when the Act came into operation the records were lawfully made, they were entitled to go on selling them without having to conform to the regulations made by the Board of Trade as to affixing stamps, was not well founded, as their case did not come within any of the exceptions he had referred to. Therefore the sale by them was an infringement for which they could be restrained unless they paid royalties in the manner required by the regulations of the Board of Trade. It followed that the appeal would be allowed, and the cross-appeal dismissed.

KENNEDY, L.J., read a judgment to the like effect.

VAUGHAN WILLIAMS, L.J., agreed with the judgments delivered. Order accordingly, with costs.—COUNSEL, for the plaintiff, *Shearman*, K.C., and *Henn-Collins*; for the defendant company, *Sankey*, K.C., *McCardie*, and *Field*. SOLICITORS, *Stanley, Woodhouse, & Hedderwick; Whitelock & Storr.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Re BLAIR OPEN HEARTH FURNACE CO. (LIM.). No. 1. 24th Nov.

COMPANY—ALLOTMENT OF SHARES—STATEMENT FILED IN LIEU OF PROSPECTUS—ERRORS AND OMISSIONS IN STATEMENT—VALIDITY OF ALLOTMENT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), ss. 82, 87.

When a statement has been filed in lieu of a prospectus by a company which does not issue a prospectus, under the Companies (Consolidation) Act, 1908, s. 82, substantially in the form and containing the particulars required by Schedule II. of the Act, the company is entitled to commence business, notwithstanding that the statement may contain such inaccuracies and omissions as to make it misleading.

Appeal from a decision of Warrington, J. (reported 57 SOLICITORS' JOURNAL, 664), upon a motion on behalf of the Canadian Agency (Limited) to have the name of the applicant company removed from the register of shareholders of the Blair Open Hearth Furnace Co. (Limited). The Blair Co. was incorporated in 1912, but no prospectus was issued. Prior to allotment, however, a statement was filed in lieu of a prospectus at the registry of joint stock companies. The statement was substantially in the form prescribed by Sect. 82 and Schedule II. of the Companies (Consolidation) Act, 1908. By section 82 a company which does not issue a prospectus shall not allot any of its shares or debentures unless, before the first allotment, there has been filed with the registrar of companies a statement in lieu of prospectus signed by every director or proposed director, in the form and containing the particulars set out in the second schedule to the Act. It was alleged that the statement filed was so inaccurate as to be illusory, and that the company was not entitled to commence business, or proceed to allotment: in particular, in answering the question contained in the form as to the amount payable to the promoters as their profit, the statement contained the words, "No amount yet payable," whereas it was intended to allot 25,000 shares to the promoters. Warrington, J., held that the statement filed satisfied the Act, and the motion failed. The applicants appealed.

THE COURT dismissed the appeal.

COZENS-HARDY, M.R., said the appeal raised points of undoubted importance, not free from difficulty, under the Companies (Consolidation) Act, 1908. The Act dealt in a group of clauses with two kinds of companies: (1) those which did and (2) those which did not issue a prospectus, and as to the latter, section 82 clearly said that such a company should not allot any shares, unless a statement in lieu of a prospectus had first been filed. Section 84 imposed certain liabilities on directors for statements made in a prospectus, and section 85 prohibited any allotment of shares unless certain conditions were complied with. His lordship then read section 86, and, proceeding, said it was certainly

a blunder in the drafting of the Act that section 86, applying as it did to any contravention of the provisions of the previous section, was in effect limited to such companies as issued a prospectus. Then by section 87 a company might not commence business or exercise borrowing powers until certain conditions had been complied with, the effect of which was that a company not issuing a prospectus must get the registrar's certificate, and that could only be done by filing a statement in lieu of a prospectus. It was argued that there could be no contract entered into by such a company, unless and until a substantially true statement in lieu of a prospectus had been filed. If that were so, the appeal must succeed, but his lordship could not go so far. Once a statement which was not altogether illusory was filed the condition which allowed the company to commence its business had been fulfilled. His lordship was anxious to let it be known that, without doubt, the statement filed in the case of this company was neither frank, full, nor proper. They had had an elaborate argument to show that the statute could not require the company to state exactly the number of shares to be allotted to the vendors, unless there was a contract to allot shares. It was idle to say that the law was satisfied by replying to the question as to the amount payable to each vendor "No amount yet payable," when it was intended to pay a certain amount. It was provided by clause 3 of the Articles that the company were forthwith to enter into a contract with the Cue Consolidated Company which would involve such payment. There was no existing contract to pay the money, but that was exactly the kind of case the statutory form was intended to meet. The statement was about as inaccurate as it could well be, but in form it was satisfactory, and that being so, in the absence of any provision in the Act corresponding to the case of a company which issued a prospectus, the omissions and inaccuracies of the statement did not render the allotment mere waste paper. The decision of Warrington, J., was right, and the appeal must be dismissed.

SWINFEN EADY, L.J., who observed that the appellants could not say they had been misled by the statement, for they had never seen it, and referred to *Whiteman* v. *Sadler* (1910, A. C. 514, *per* Lord Dunedin, at p. 525) and *Otto Electrical Manufacturing Co. (Limited)* (1906, 2 Ch. 390), and

PHILLIMORE, L.J., delivered judgment to the same effect.—COUNSEL, *Clauson*, K.C., and *Gordon Browne; Gore-Browne*, K.C., and *Sims*. SOLICITORS, *Linklater, Addison, & Brown; Birkbeck, Yeo, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* REPUBLIC OF BOLIVIA EXPLORATION SYNDICATE (LIM.).**
Astbury, J. 12th Nov.

INTERNATIONAL LAW—AMBASSADOR—FOREIGN LEGATION—SECRETARY—SUBORDINATE OFFICER—DIPLOMATIC PRIVILEGE—WAIVER—DIPLOMATIC PRIVILEGES ACT, 1708 (7 Anne, c. 12).

One of the Secretaries of the Peruvian Legation, who was a respondent to a misfeasance summons, entered an appearance to the summons and swore an affidavit on the merits, in which, although stating his official position, he raised no objection to the jurisdiction. On the preliminary objection of privilege being insisted on at the trial,

Held (1) *that both under the Diplomatic Privileges Act*, 1708, *and at common law, writs against foreign public Ministers were absolutely null and void;* (2) *that in order to establish a waiver by the diplomat of his privilege, the onus is on the person alleging such waiver to prove that the diplomat, who is a foreign subject, had at least implied knowledge of the rights alleged to be waived, and that he intended that they should be waived.*

Quaere, *whether a subordinate secretary at a Legation can in any circumstances waive the diplomatic privilege without the sanction of his Legation.*

Taylor *v.* Best (1854, 14 C.B. 487) *distinguished and explained.*

This was a misfeasance summons taken out by the liquidator of the above company on the 7th of May, 1912, against certain persons who were formerly directors and auditors of the company, including one R. E. Lembcke, who was second secretary of the Peruvian Legation in London. On the 15th of May the said Lembcke entered an unconditional appearance, and on the 14th of October following issued a summons for an extension of time to give evidence. On the 31st of October he swore an affidavit on the merits, stating what his official position was, but not raising any objection to the jurisdiction. The matter was mentioned to the court on the 10th of June, 1913, on an application to fix time for the hearing, and the said Lembcke's counsel then stated that at the hearing he should insist on Lembcke's diplomatic privilege. Accordingly a preliminary objection to this summons was now raised, with the sanction and at the wish of the Peruvian Legation, that Lembcke was a diplomatic person enjoying privilege of immunity from legal process. Counsel for the liquidator admitted that Lembcke was a person entitled to diplomatic privileges, but contended that he had waived his right of privilege. He relied on *Fisher* v. *Begrez* (1833, 2 Cr. & M. 240), *Taylor* v. *Best* (1854, 14 C. B. 487), and *Mighell* v. *The Sultan of Johore* (1894, 1 Q. B. 149). Counsel for Lembcke contended that the summons was void under the Diplomatic Privileges Act, 1708 (7 Anne, c. 12), which was declaratory of the common law, and that even if there had been a waiver, which he did not admit, it was impossible to make the summons good by such waiver. He relied on *Magdalena Steam Navigation Co.* v. *Martin* (1859, 2 E. & E. 94), *Musurus Bey* v. *Gadban* (1894, 1 Q. B. 533), and in the Court of Appeal (1894, 2 Q. B. 352). He distinguished *Taylor* v. *Best* (*ubi supra*) by saying that in that case the diplomat was merely a necessary formal party against whom no remedy was sought to be enforced, and the action could not go on without him; while here the defendant, Lembcke, was not a necessary party to the action, and, moreover, damages were asked against him. He could not waive his privileges without the sanction of his Legation, and the Legation had not sanctioned such a waiver.

ASTBURY, J., after stating the facts and referring to other authorities, said: The circumstances in *Taylor* v. *Best* (*ubi supra*) were very exceptional indeed, and it is true that a certain very peculiar set of circumstances were held in that case to amount to a waiver of the privileges of the diplomat. This is a very different case. Both under the Statute and at common law writs against foreign public Ministers are absolutely null and void, although so far as *Taylor* v. *Best* is sound law, it appears that in very special circumstances the diplomat might waive his privilege. Do such circumstances exist in this case? Waiver in such a case as this must be most strictly proved. There must be proof of at least an implied knowledge of the rights alleged to be waived, and that such rights were intended to be waived. I am not at all satisfied that R. E. Lembcke, a foreign subject, when entering the appearance and taking the subsequent steps, that he did take, had such knowledge or intention. Moreover, I do not intend to hold that a subordinate secretary can waive his privilege without the sanction of his Legation. Lastly, it is quite clear that this summons must prove abortive against R. E. Lembcke, as no judgment or execution could be enforced or levied against him. And it is clear from the authorities that it is not proper to allow the action to go on merely for the purpose of defining his liabilities. I accordingly allow the plea of privilege.—COUNSEL, *Clausen*, K.C. and *Arthur de W. Mulligan; Felix Cassel*, K.C., and *Owen Thompson; G. C. Rankin; Frank Dodd*. SOLICITORS, *Castle & Co.; Lewis & Lewis; Maffey & Brentnall; Frank L. Vanderpump*.

[Reported by L. M. MAY, Barrister-at-Law.]

COLONIAL GOLD REEF (LIM.) *v.* FREE STATE RAND (LIM.) AND OTHERS. Sargant, J. 14th Nov.

COMPANY—ARTICLES OF ASSOCIATION—APPOINTMENT OF PROXY—APPOINTMENT BY CORPORATION—FOREIGN COMPANY HAVING NO COMMON SEAL—VALIDITY OF APPOINTMENT.

If the articles of association of a company provide that no objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and if no objection is so made, an objection cannot subsequently be taken.

The production of the copy of a resolution appointing a representative to vote in accordance with section 68 of the Companies (Consolidation) Act, 1908 (8 *Ed.* 7, c. 69) *is sufficient* primâ facie *evidence of his right to vote.*

Where the articles of association provided that the instrument appointing a proxy should be, if such appointer was a corporation, under the common seal,

Held, that this article did not apply to a foreign corporation which had no common seal and was not by its law required to have one.

This was a motion by the plaintiff company to restrain the defendant company and others from interfering with three persons in the exercise of their duties as directors of the defendant company. The question was whether these three persons had been properly appointed directors at the annual meeting of the defendant company, and that again depended on whether certain votes had been properly admitted and certain other votes properly rejected. The plaintiff company was incorporated under South African law, and not having a common seal, appointed their attorney in England, by a power of attorney executed by two of their directors, to vote and appoint proxies on their behalf at the annual general meeting of the defendant company. The plaintiff company objected to the admission of the following votes, and contended that they had been improperly admitted:—(1) Votes given by a proxy who was not himself a member of the company, where the articles provided that only members of the company were entitled to act as proxies for other members; (2) a vote given by a person acting under a resolution passed by the directors of an English company appointing him to act as its representative in accordance with the provision in section 68 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69). The plaintiffs contended that this latter vote was bad because a copy only of the resolution passed in accordance with the above section had been produced. With regard to the first objection, it was contended by the defendant company that no objection was taken at the time on this ground, and that accordingly the matter was concluded by article 73, and no objection could now be taken. Article 73 provided as follows:—"No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote not disallowed at such meeting or poll, and whether given personally or by proxy, shall be deemed valid for all purposes whatsoever." The plaintiff company also objected that certain votes given on their behalf by their attorney, appointed under a power of attorney executed by two direc-

tors of the plaintiff company empowering him to vote and appoint proxies, had been improperly rejected. The attorney, acting under his powers, had in fact appointed himself a proxy, and his votes were rejected at the meeting on the ground that the form of proxy did not comply with article 75 of the defendant company's articles of association, which provided that "the instrument appointing the proxy shall be in writing under the hand of the appointor or his attorney duly authorised in that behalf, or if such appointor is a corporation, under its common seal." The plaintiffs contended on this point that having no seal according to South African Law their mode of appointment had been effectual.

SARGANT, J., after stating the facts, said:—I am of opinion that article 73 is fatal to the first objection, and that the second objection, that a copy of the resolution only having been produced the vote should be declared invalid, cannot be supported. With regard to the third objection, however, the law of England does no doubt require a corporation aggregate to have a common seal, but that law does not affect foreign corporations. In my opinion article 75 must be read as applying only to corporations in this country, and not so as practically to disfranchise a foreign corporation which was a shareholder but which had no common seal, and was not required by the law which governed it to have one. Accordingly I hold that these votes were improperly rejected, and that being so, the result is that the resolution should not have been rejected, but should have been passed, and the plaintiffs are entitled to the relief which they claim.—COUNSEL, *Owen Thompson; Gore-Browne*, K.C., and *F. Shewell Cooper; J. Norman Daynes*. SOLICITORS, *Cave, Darch, Crickmay, & Rundle; Devonshire, Monkland, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Bankruptcy Cases.

Re **ASH**. *Ex parte* **HATT**. Horridge and Rowlatt, JJ. 15th Dec.

BANKRUPTCY—DISCOVERY—PRIVATE EXAMINATION—PRODUCTION OF DOCUMENTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 56), s. 27, s. 66, SUB-SECTION 1.

Where a witness is summoned before the court for examination under section 27 of the Bankruptcy Act, 1883, and required to produce documents in his custody relating to the debtor, his dealings or property, the court has no jurisdiction to order the witness to give up such documents to the official receiver or trustee for the purpose of removing them out of the custody of the court in order to take copies of them.

Appeal from the county court of Berkshire, holden at Reading. The appellant had been summoned under section 27 of the Bankruptcy Act, 1883, to give information respecting the debtor, and to produce seven draft accounts of the witness's costs as solicitor to the bankrupt, bills for which he had rendered to the bankrupt. The witness produced the documents, and offered to supply copies of them on payment of the usual charges. The official receiver, who was trustee in the bankruptcy, did not want to pay for copies, because there was no estate, and on his application the registrar ordered the witness to give up the documents to the official receiver, who was to be at liberty to take them away to his office in London, outside the county court circuit, and have them copied, on his undertaking to return them within ten days. The witness objected to the order being made by the registrar, and the matter was referred to the county court judge, who confirmed the order, whereupon the witness appealed. Counsel for the appellant submitted that the court had no power to make such an order. He would have raised no objection to an order that the documents be deposited in court in the custody of the registrar for so long a time as was sufficient for them to be copied. Counsel for the respondent contended that, as by section 66 (1) of the Bankruptcy Act, 1883, the official receiver was an officer of the court, the court could order the documents to be placed in his custody just as well as in the registrar's.

HORRIDGE, J.—In my judgment the county court judge had no jurisdiction to make the order appealed from. He might have ordered that the documents be left in the custody of the court; but the custody of the official receiver is not the custody of the court, for he is not an officer of the court in the sense that he is the deputy of the judge, as the registrar is.

ROWLATT, J., concurred.—COUNSEL, *F. Mellor* and *Purrell; E. W. Hansell*. SOLICITORS, *Gibson & Weldon*, for *E. Hatt*, Reading; *The Solicitor to the Board of Trade*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1913-14.

NOTICE.

There will be no sitting in Court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard" are to be made to the Honourable Mr. Justice BAILHACHE.

The Honourable Mr. Justice BAILHACHE will act as Vacation Judge from Monday, the 22nd of December, 1913, to Saturday, the 10th of January, 1914, both days inclusive. His lordship will sit at 10 o'clock in King's Bench Judge's Chambers on Wednesday, the 31st of December, 1913, and Wednesday, the 7th of January, 1914. On other days within the above period applications in urgent matters may be made to his lordship by post or, if necessary, personally.

Applications may be made, *in any case of urgency*, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice WARRINGTON and Mr. Justice SARGANT (E to K Division) will be open (for Vacation business only) from 10 to 2 on Wednesday, the 24th of December; Tuesday, the 30th of December; Wednesday, the 31st of December, 1913; Thursday, the 1st of January; Friday, the 2nd of January; and Saturday, the 3rd of January, 1914.

The Offices of the Supreme Court.

The offices of the Supreme Court will be closed on Saturday, December 27th, 1913.

Societies.

Incorporated Law Society of Plymouth.

The annual meeting of this society was held on Thursday, 30th October, at the Law Chambers, Plymouth. Mr. C. L. Croft (President) presided over a large attendance. The report of the committee was passed, and the officers for the ensuing year were elected as follows:—President, Mr. H. P. Prance; Vice-President, Mr. J. Shelly; Hon. Treasurer, Mr. B. H. Whiteford; Hon. Secretaries, Mr. R. B. Johns and Mr. B. H. Whiteford.

The following are extracts from the report of the committee:—

Members.—There are now 108 members of the society, an increase of one in the membership of last year, and there are in addition three honorary members and thirteen subscribers. The name of one solicitor has been received for election at the forthcoming annual meeting.

Professional Charges.—Members of the society have of late years frequently approached your committee inviting criticisms of professional charges, and in the majority of cases the committee have been asked to say that charges are improper because they are considerably lower than those authorised by law or by custom. The committee have not found it possible to define what constitutes an improperly low charge—commonly called "undercutting"—in all cases, but they have resolved that in conveyancing matters, where the scale is applicable, a charge of less than two-thirds of the scale charge should be considered unprofessional in the absence of special circumstances. Individual cases of bills of costs upon which members desire to have the views of the committee will, of course, always receive their careful consideration and an expression of their opinion as to their propriety.

The Central Societies.—During the past year efforts have been made to induce more members of your society to become members of the Law Society and of the Solicitors' Benevolent Society, and although, as a result, several members have joined either one or both of these societies, your committee regret that so large a proportion of the members of the society have not seen fit to do so.

Assizes.—Your committee have given serious consideration to the scheme proposed for the alteration of the circuit system and at the request of the Law Society they have laid before that society their views on the subject, and have been able to state very strong reasons why Plymouth should be preferred to any other centre as the assize town for dealing with civil business in the Western Counties.

The Work in the King's Bench Division.

The Lord Chief Justice, says the *Times*, on taking his seat last Friday, said that, in view of the criticism of delay in the King's Bench Division that had been made of late, he thought it well to state what was the exact position of affairs that day.

They began the sittings with 415 cases entered for trial, of which 195 were special jury, 122 common jury, and 98 non-jury actions. At the present moment every special jury case which had been entered for trial and which was ready for trial had been reached. And after that day there was no special jury action ready to be tried. In the common

jury list there would be after that day's list 20 cases left. In the non-jury list there would be no case except those entered that day. It was right to point out that, though that was the state of things then, a number of cases had stood over for trial next sittings—in the majority of cases because the parties were not ready for trial. Of these there were 72 special juries, 20 common juries, and 29 non-juries—a total of 121 that had been postponed, which, with the 20 cases in the common jury list that had been mentioned, made 141 in all. With regard to the bankruptcy lists, matters were up to date. The Revenue Paper, also, was up to date, as every case ready for trial had been dealt with. The Court of Criminal Appeal would sit to-morrow, and, if necessary, on Saturday, and would dispose of every case, whether application or appeal, that was ready for hearing. So the whole of this list would also have been disposed of.

It was worthy of observation with regard to a number of cases that they had been tried although the writs had only been issued during these sittings. In one case a writ was issued on October 20th, notice of trial was given on December 4th, and the case was heard yesterday. In another case an application was made to him to postpone the trial yesterday. That case was set down on December 8th, and would have been in the list for hearing to-day had the parties been ready for trial. It was desirable that these facts should be known, because apparently a large number of the public were under the impression that there were still many arrears in the King's Bench Division. The state of that division compared very favourably with that of any other division of the High Court of Justice.

It must not, however, be assumed that they could always do as well as they had done in the present sittings. This term had been a very favourable one, because the work at assizes had proved to be comparatively light, while a full complement of judges had been at work. There had been no illness among the judges. Although they had lost Mr. Justice Phillimore through his promotion, they had had the advantage of a Commissioner who was able to take all his work at assizes. In next sittings, however, the circuit work would be heavier; more judges would be away, and they could not hope to keep pace with the work so well. There were a number of appeals from the King's Bench Division to be heard in the Court of Appeal. He would himself preside over a third Court of Appeal, and with him would sit the President of the Probate, Divorce, and Admiralty Division. To take his place another judge—probably Mr. Justice Bucknill—would take work in the other division. The result would be that there would be a loss of two judges to the King's Bench Division.

Mr. Hohler, K.C., on behalf of the bar, solicitors, and the public, said that his lordship's statement was of the greatest value, and he congratulated him on the state of the work. It would be gratifying to litigants to know that they could obtain speedy trial of their actions; and the effect would be to stop persons defending actions who had no real defence, but only did so for the purposes of delay. He hoped that Parliament would not take the view that it was not necessary to maintain the present staff of judges.

The Lord Chief Justice: It is sufficient to say that we have got this state of things, and we must keep to it if possible.

Trials at Sessions or Assizes.

The Lord Chief Justice, says the *Times*, has addressed the following letter to Mr. J. M. Yates, K.C., Stipendiary Magistrate at Manchester. It gives the views of the judges of the King's Bench Division, in wihch the Lord Chief Justice concurs, on the question of committing offences for trial at sessions or assizes. It will be remembered that the question was raised by Mr. Justice Avory at Manchester Assizes in November, and that a long correspondence followed in the *Times*:—

The Assizes Relief Act, 1889,
December 20th, 1913.

Dear Mr. Yates,—I have now had an opportunity of consulting the judges of the King's Bench Division of the High Court on the subject of your letters to me of the 20th of November and the 4th of December, and I find that the view taken by them, in which I fully concur, is that the magistrates ought not to act on any hard-and-fast rule to commit all offences triable at sessions to the sessions, but should in each case consider whether there are any special reasons why in the interests of justice it would be better to send the accused to be tried at the assizes. The mere fact that the assizes come first would, of course, not be a special reason, otherwise the Act would be nugatory. The matters to be taken into account in considering whether there were special reasons would include, amongst others, the character of the offence, the probability or otherwise of the prisoners pleading guilty, the probable length of sentence if convicted, and also the length of time between the date of committal and the holding of the assizes as compared with the length of time between the committal and the sessions. We do not think that the mere fact that the accused is admitted to bail ought to be regarded as a conclusive reason for not bringing the case to trial at the earliest available opportunity, although in many cases it would be so.

The fact that a person accused of more than one offence might, if committed to sessions, have to be tried at more than one quarter sessions, when he might be tried for all the offences at one assize, would, *prima facie*, be a good reason for sending the case to assizes. It must, however, be remembered that the court of quarter sessions has power in certain circumstances to deal with all outstanding offences by the accused, including those for which he was triable at other quarter sessions.

The practice frequently adopted by the magistrates when they commit for trial at assizes persons accused of offences triable at sessions of directing their clerk to attach to the deposition a memorandum of the "special reasons" for their doing so is a convenient one. It explains the reasons to the judge, and enables the judge to give assistance to the magistrates in the performance of their duty.

The opinion of the judges, as expressed in this letter, is the same as was expressed in a letter dated the 10th of February, 1903, by the late Lord Chief Justice to Mr. Colmore, the Stipendiary at Birmingham, as the opinions of the judges at that date, but with some addition to meet points which have since arisen and a point suggested in your letter.

I am, dear Mr. Yates, yours very truly,
RUFUS D. ISAACS.

The Land Duties.

Apportionment under the Finance Act, 1910, as Applied to Minerals.

Mr. H. E. Mitton, an official referee under the Finance Act, 1910, has issued, says the *Times*, his decision in the appeal of *Micklethwait* v. *The Commissioners of Inland Revenue*, heard by him on 16th of October. The appeal was a test case, supported by the Royalty Owners' Association of Great Britain, to decide the power of the Commissioners to apportion the capital value fixed on the provisional valuation of minerals.

Mr. St. John G. Micklethwait, who appeared for the appellant, said that Mrs. C. M. Micklethwait was the owner of sixty-four acres of minerals at Ackworth Moor Top, near Wakefield, Yorkshire, and by a lease of 30th June, 1910, she leased two seams to the South Kirkby Collieries (Limited) for sixty years. The apportionment was made under section 29, but sections 29 (1) and 29 (2) were primarily intended to deal with surface land, as there was no such thing as an original site value of minerals. By section 23 (2) when minerals were unleased they were to be treated as of no value unless the owner gave an estimate of their value. In this case the owner did give an estimate, and on 6th September, 1911, the original total value and the capital value were fixed at £5,896 for all the minerals as on 30th April, 1909, at which time none were leased. On 13th January, 1912, the Commissioners claimed the right to apportion that sum between the leased and unleased minerals as follows:—£4,636 for the leased seams and £1,260 for the unleased seams. The appellant contended that there was no power to make such apportionment, and that the Act limited apportionment to the surface of the land.

For the Commissioners Mr. F. W. Kingdon said, when minerals were being worked, they were to be treated as a separate parcel of land for the purpose of assessing duty, and that could not be done without apportionment. There was nothing in section 29 (2) to prevent capital value from being substituted for site value in accordance with section 23 (4). Counsel further submitted that the referee had no jurisdiction on the ground that the appellant did not give notice of objection to the apportionment within the meaning of section 27.

The referee has decided as follows:—

"(1) I find an objection was not lodged within the meaning of section 27 of the Finance Act, 1910, and I therefore find that in accordance with section 33 (1) (*a*) of the Act the appeal cannot lie against the apportionment.

"(2) If I am wrong in law as to (1), then I find that the Commissioners had the power to make the apportionment which they, in fact,

made, and the same was correctly made in the apportionment served on the appellant on 13th January, 1912. I order that the expenses incurred by the Commissioners be paid by the appellant."

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held on the 16th day of December, 1913 (Mr. C. F. King in the chair), the subject for debate was: "That a fool is more dangerous to society than a knave." Mr. W. S. Merke opened in the affirmative, Mr. F. Burgis opened in the negative. The following members also spoke:—H. P. Clarke, H. R. Allerton, A. C. Jacobs, E. J. Kafka, G. M. Barnes, P. B. Skeels, S. Hands, J. H. Lockwood, A. J. Amand, C. V. Packman, and H. N. Heath. The motion was carried by one vote.

PLYMOUTH, STONEHOUSE AND DEVONPORT LAW STUDENTS' DEBATING SOCIETY.—The fifth ordinary meeting of this society was held in the Law Library on Thursday, the 18th of December, 1913, Mr. J. Y. Woollcombe (the vice-president) in the chair. The subject for debate was the following "Law Notes" moot:—"Claypole, being apprehensive that his property would be seriously injured by flood, trespassed on Touchy's land, and cut a trench. Claypole acted in the *bona-fide* belief of danger; and thinking that the immediate cutting of the trench was the only reasonable and available means of averting the flood from his land, as was in fact the case, is Claypole liable in damages to Touchy?" Mr. S. Burridge opened for the affirmative, and was seconded by Mr. L. V. Holt; Mr. G. S. Murray led for the negative, and was seconded by Mr. H. Woollcombe. Messrs. B. E. Gill, E. C. T. Finch, B. H. Chowen, B. H. Prance, W. H. Rodd, and E. C. N. Willey also took part in the debate. Mr. Murray, having replied, the chairman summed up, and on the motion being put to the meeting it was decided in the negative by 8 votes to 2.

Obituary.

Mr. I. S. Leadam.

Mr. Isaac Saunders Leadam, Recorder of Grimsby, died at his residence in Cadogan-gardens on Thursday, the 18th inst, aged sixty-five. Mr. Leadam was the son of Dr. Thomas Robinson Leadam, of York-place, Portman-square, and was educated at Cheltenham and Merchant Taylors and at University College, Oxford, of which he was a scholar. After obtaining first classes in the two classical schools he was elected a Fellow of Brasenose in 1872, and served for some time as assistant tutor at that college and at Magdalen. In 1875 he became an inspector of schools, but resigned in the following year, and was called to the bar by Lincoln's-inn, joining the Midland Circuit. He was a member of the committees of the Reform Club and the Cobden Club, and he made several efforts to enter Parliament, but without success.

Mr. Leadam, who was a member of the council of the Royal Historical Society, was the author of a number of historical studies, including a volume of "The Political History of England," 1702-1760; a life of Sir Robert Walpole; "The Domesday of Inclosures of 1517," published by the Royal Historical Society; editions of "Select Pleas in the Court of Requests" and "Select Pleas in the Star Chamber," published by the Selden Society; and many contributions to the *English Historical Review*, the *Law Quarterly*, and other reviews, as well as many biographies in the "Dictionary of National Biography." He married first, in 1875, Elizabeth, daughter of Mr. John Egginton, of South Ella, Yorkshire, by whom he had one son and one daughter; and secondly, in 1909, Geraldine Elma, daughter of Mr. Stephen Moore, of Barne Park, Clonmel.

Mr. Arnold S. Munns.

Mr. Arnold Summers Munns, of Frederick's-place, Old Jewry, E.C., and Towerfields, Keston, Kent, died on the 17th inst., in his eighty-fourth year. Mr. Munns was admitted a solicitor in 1858, about which time he associated himself with the late Sir Charles Lewis, Bt., and the firm of Messrs. Lewis, Munns, Nunn & Longden was formed to carry on the practice of Messrs. Harrison & Lewis. On Sir Charles Lewis's retirement the name of the firm was changed to Munns & Longden, Mr. Munns remaining senior partner until his death. He was generally recognised as a shrewd commercial lawyer, and was one of the best bankruptcy lawyers of his day. He was a man of strong personality and uncompromisingly adhered to high ideals of conduct. He had a great capacity for work, which he regarded as a panacea for all ills. His large practice brought him into contact with many interesting people in both lay and legal circles. His firm delivered to the late Sir Frank Lockwood his first brief, and it was upon a petition which they presented that the court ordered the first company registered under the Companies Act, 1862, to be wound up. He was a strong Church man, and a liberal subscriber to many charitable institutions. He married first, in 1859, Miss M. S. Robinson, daughter of the late Mr. T. D. Robinson, barrister-at-law, for many years clerk to the Guardians for St. Giles, Bloomsbury, and in 1868 his present wife, and leaves issue by both marriages.

Legal News.

General.

The King has by Letters Patent under the Great Seal, bearing date November 24th, 1913, conferred the dignity of a Viscount of the United Kingdom upon the Right Hon. Richard Everard, Baron Alverstone, G.C.M.G., late Lord Chief Justice of England, and the heirs male of his body lawfully begotten, by the name, style, and title of Viscount Alverstone, of Alverstone, in the County of Southampton.

The Local Government Board have given authority for the preparation of town planning schemes by the Town Council of Bridlington and the Urban District Council of Newton-in-Makerfield. In the case of Bridlington the scheme is to apply to an area of 2,730 acres, and in the case of Newton-in-Makerfield to an area of 2,518 acres.

Charles Straker & Sons (Limited), Bishopsgate-avenue, who were sued in the City of London Court on the 18th inst., says the *Times*, by the Postmaster-General for 18s. 9d., balance due for telephone calls, complained that they had been charged for thirty times as many calls as they had had, and said they defended the case in order to make a public protest. Mr. Registrar Wild, in giving judgment for the Postmaster-General with costs, told the defendants that there was no remedy, no matter how much they were overcharged, as they had signed an agreement admitting that the Postmaster-General's books were unquestionable, however inaccurate they might be. The defendants must go to Parliament and get the agreements altered. They could not do without the telephone, and yet they could not get it without signing an agreement under which they had no voice in the question of the number of calls.

At Woolwich Police Court on the 19th inst., says the *Times*, an incident occurred which, though unusual, was appropriate to the season. Some eighteen months ago a woman applied to Mr. J. A. Symmons for advice. She had bought some goods on the hire-purchase system, and was then in arrears for 2s.—one week's instalment. A demand had been made for the arrears, together with the current week's instalment—4s. in all—and she had only 2s. Mr. Symmons took 2s. from his pocket and handed it to the woman, remarking, "Pay me back next Christmas twelvemonth." Yesterday Sergeant Brown (warrant officer) recalled the incident to his worship's recollection, and said the woman had come to repay the 2s. Mr. Symmons: Did I lend her the money? Sergeant Brown: Yes, your worship. Mr. Symmons (accepting the money and shaking hands with the woman): That's very good of you. Thank you very much. Let me wish you a merry Christmas.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Dec 19.

GARSIDES (OF GLOSSOP), LTD.—Creditors are required on, or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to E. Ransom Harrison, 54, Bank st, Sheffield, liquidator.

MCNAB (BRITISH) INDICATOR CO, LTD.—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Chalmers, 5, Fenwick st, Liverpool, liquidator.

MOSEDALE BROS., LTD.—Creditors are required, on or before Dec 30 to send their names and addresses, and the particulars of their debts or claims, to John Frederick Heap, 1, Yorke st, Burnley, liquidator.

MOT R AND GENERAL INVESTMENT CO, LTD.—Creditors are required, on or before Dec 23, to send in their names and addresses, and the particulars of their debts or claims, to J. G. Street, 41, Finsbury sq, liquidator.

MOTOR TRUST AND DEVELOPMENT SYNDICATE, LTD.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to J. G. Street, 41, Finsbury sq, liquidator.

OMNIUM INSURANCE CORPORATION, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims to Henry Chevalier, 5, London Wall bldgs, liquidator.

TIRUCALLI RUBBER CONCESSIONS, LTD. (IN LIQUIDATION).—Creditors are required, on or before Jan 20, to send their names and addresses, and particulars of their debts or claims, to H. Read Smith, 3, London Wall bldgs, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 19.

MESSRS. PERCY HEAT, LTD.
HOLLAND'S PATENT STOP-BLOCK PIPE CO, LTD.
NIGERIA INVESTMENT CO, LTD.
KARAKA MINES, LTD.
COLNBROOK FLOCK MILLS, LTD.
C.M.B. SYNDICATE, LTD.
THE AUTOMOBILE EXCHANGE, LTD.
W. H. OBEY, LTD.
THE DALESFORD PICTURE PALACES, LTD.
SAUNDERS AND YATES, LTD.
EARL'S COURT, LTD.
BARGE "KNIGHT ERRANT" CO, LTD.
THE ANGLO-FOREIGN INVENTIONS SYNDICATE, LTD.
THE TILT COVE COPPER CO, LTD.
SEATON FIRE BRICK AND GANISTER CO, LTD.
TIRUCALLI RUBBER CONCESSIONS LTD.
DEAN COVERACK QUARRY CO., LTD.
UNITED STATES FOIL CO., LTD.
REVERSION AND ANNUITY CO, LTD.
MCNAB (BRITISH INDICATOR CO, LTD.
P. A. L SYNDICATE, LTD.
DOLLOWS, LTD.
CAMBRIAN GRANITE CO, LTD.
PREMIER TYRE REPAIRING CO, LTD.
HURON STEAM TRAWLER CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 9.

SMITH, ALICE ANN, Middlesbrough Jan 30 Smith and Another v Smith, Joyce and Eve, JJ Punch, Middlesbrough

London Gazette.—FRIDAY, Dec. 12.

DANIEL, HENRY, Bristol, J.P. Jan 15 Daniel v Vassall and Another, Joyce, J Vassall, Bristol.

WOOD, GEORGE, Rowley Regis, Stafford Jan 14 Wood v Wood and Others Neville, J Clark, West Bromwich

London Gazette.—FRIDAY, Dec. 19.

COSGROVE, EDWARD, Hampton Court, Middlesex, Hotel Proprietor Jan 24 Amyer v Martin Judge in Chambers, Room No. 700, Royal Courts of Justice. Martin, Ironmonger lane

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 19.

AINSWORTH, MARTHA, South Shore, Blackpool Feb 2 Barlow, Manchester
ANKER, JOHN, Woodston, Hunts Dec 31 Norris & Son, Peterborough
ASHFORD, GEORGE, Newport, Mon, Commercial Traveller Jan 20 Phillips, Newport Mon
BAKER, LEOPOLD MUSTOPH, Cranwick rd, Stamford Hill Jan 16 Pumfrey & Son, Paternoster row
BELL, WILLIAM, Kendal Feb 28 Milne, Kendal
BISHOP, CHARLES Shipton Hall, nr Much Wenlock, Salop Jan 17 Slater & Co, Darlaston, nr Wednesbury
BOULDERSON, JOHN WILLIAM ELLIS, Southsea Jan 16 Addison & Son, Portsmouth
BRADBURY, WALTER, Ramsey, Isle of Man Jan 31 Innes, Manchester
BRYSON, EMILY, Worthing Jan 9 James, Eastbourne
BRUNIG, FRITZ, Wiesbaden, Germany Jan 16 Oppenheimer & Co, Copthall av
CAWSTON SAMUEL, Oakwood ct, Kensington Feb 14 Dennes & Co, Chancery ln
CHAMBERS, NANCY, Woolhouse, Leeds Feb 1 James, Leeds
CHOLDITCH, JOHN, Bournemouth Jan 14 Trevanion & Co, Bournemouth
CLARK, EMILY, Sutton, Norfolk Jan 31 Keith & Co, Norwich
CORBEY, SARAH CHARINTON, Brentwood, Essex Jan 31 Blackbourn, Staple inn, Holborn
DARNBROUGH, DOROTHY ANN, Middlesbrough Jan 16 Hardy, Middlesbrough
DUNDERDALE, ISAAC, Gainsborough, Lincoln Jan 20 Sharp & Symes, Epworth, nr Doncaster
DURHAM, JAMES, Kincardineshire, Scotland April 4 Dowson & Co, Surrey st
ELLIOT, ELIZABETH, Finchley rd Jan 20 Beachcroft & Co, Theobald's rd
ELLIOT, JULIANA ROBERTS, Paignton, Devon Jan 19 Snow & Co, Great St Thomas Apostle
EVANS, BENJAMIN Llandovery, Carmarthen Jan 31 Thomas & Andrews, Swansea
FISH, JAMES, Blackpool Jan 31 Read, Blackpool
FRANCE, AGNES MARY, Middleton St George, Durham Feb 7 Monk, Middlesbrough
GARNER, JOHN, Winsford, Chester, Salt Proprietor Jan 14 A & J E Fletcher, Northwich
GATLIFF, GEORGE, Worthing Jan 21 White & Leonard, Bank buildings, Ludgate circus
GILBERT, JOSHUA HENRY, Macclesfield, Grocer Jan 27 Hastings, Macclesfield
GLOVER, HANNAH, Cuddington, Chester Jan 31 Carruthers & Collinson, Liverpool
GREEN, MARY, Oxford Jan 31 Holiday & Co, Carfax, Oxford
HALL, HARRY, Brighton Jan 31 Maynard & Smith, Brighton
HARDY, ROBERT GARTHORNE, Washington, USA, Mining Operator Feb 23 Milne Kendal
HART, OPAH BOADICEA, Cathedral mans, Vauxhall Bridge rd Jan 16 Burchell & Co, Victoria st
HARTLEY, JOSEPH, Blackpool Jan 20 Norton & Co, Leeds
HAXBY, CHARLES ASKWITH, Hampsthwaite Jan 20 Gill & Son, Knaresborough
HAYHURST, ANNIE, Millness House, nr Milnthorp, Westmorland Jan 17 Thomson & Wilson, Kendal
HAZARD, WILLIAM HENRY, Halam, Nottingham, Farmer Jan 12 Kirkland & Lane, Southwell, Notts
HEWLETT, MARY, Harrow on the Hill Feb 1 Hewitt & Co, Raymond bldgs, Gray's inn
HOLT, ALICE SOPHIA ELLEN, Langham Hotel, Portland pl Jan 30 Berridge, Old Broad st
HORN, SUSAN, Northampton Jan 21 Heygate & James, Wellingborough
HOULDSWORTH, SUSANNAH, Oakworth, Yorks Jan 1 Dewhirst, Keighley
HUGGIN, JOHN, Lamplugh, Cumberland, Accountant Jan 20 Singleton, Whitehaven
HUGHES, HENRY JEFFERY, Tottenham rd, Kingsland Jan 31 Emanuel & Simmonds Finsbury cir
HUMPHRIES, SUSANNAH ANN, Aston, Birmingham Jan 31 Russell & Son, Lichfield
ISAAC, JOHN, Dinas Powis, Glam, Provision Merchant Jan 16 Morgan & Co, Cardiff
JELLIS, PENELOPE, Little Irchester, Northampton Jan 21 Heygate & James, Wellingborough
LITTLEWOOD, ALFRED STANLEY, Cresent grove, Clapham Jan 22 Ward & Co, Gracechurch st
MANDLEY, ABSALOM, Wolstanton, Staffs Jan 12 Alcock & Abberley, Burslem

MARSHALL, CHARLES EDWARD, Marr, Yorks, Farmer Jan 8 Forrest & Tweed, Gainsborough

MATHEW, MATILDA JANE, Whetstone, Middlx Jan 31 Sutton & Co, Great Winchester st

MAY, RICHARD, Illogan, Cornwall, Farmer Jan 17 Hancock, Truro

NORTH, Rt Hon SIR FORD, Queensborough ter, Bayswater Feb 1 Burne & Wykes Lincoln's inn fields

OLDFIELD, ALICE, Great Harwood, Lancs Jan 30 Sutton & Co, Manchester

RICHARDSON, JAMES, Poulton le Fylde, Lancs Jan 31 Read, Blackpool

RIGBY, ELIZA, Stretford, Lancs Jan 17 Preston & Smith, Manchester

ROSCOE, LIONEL HERBERT MORRIS, Richmond pl, Lillie rd, West Brompton Jan 20 Walker & Co, Carey st

RUNDLE, CATHERINE LETITIA, Ramsgate Jan 31 Daniel, Ramsgate

RUSSELL, THOMAS, Southsea, Portsmouth Jan 17 Bramsdon & Childs, Portsmouth

RUTTER, MARY, Bolton Jan 10 Rutter & Seed, Bolton

SALT, WILLIAM EDWIN, Bolton Jan 31 Barlow & Rowland, Accrington

SHIPLEY, JOHN HENRY, Harrogate, Draper Feb 1 James, Leeds

STOCK, EDWARD, Birkenhead Jan 15 Jones & Co, Liverpool

STONE, KATE, Reigate Jan 21 Kearsey & Co, Cannon st

THOMPSON, GEORGE, Birmingham, Leather Lace Manufacturer Jan 17 Foster & Co Birmingham

TOMLINSON, MARY, Hove Jan 24 Cockburn & Co, Brighton

TRINDER, OLIVER JONES, Kingswood, Surrey, Shipowner Jan 23 Trinder & Co, Leadenhall st

WEEKS, EDWIN, Cowes, Isle of Wight, Shipbuilders' Clerk Jan 31 Bailey, jun, Newport, I of W

WHITEHEAD, WALTER, Manchester Jan 27 Boote & Co, Manchester

WILKINSON, ARTHUR, Tunbridge Wells Jan 20 Neve & Co, Lime st

WILSON, JOHN, Aspatria, Cumberland, Bone Setter Jan 15 Crookes, Wigton, Cumberland

WOLFE, JAMES WILLIAM, Russell sq Jan 20 Sherrard & Sons, Gresham st

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 19.

RECEIVING ORDERS.

ALLCOTT, WALTER HERBERT, Birmingham, Wholesale Confectioner Birmingham Pet Dec 16 Ord Dec 16

ALLSO, HAROLD, Manchester, Art Needlework Specialist Manchester Pet Dec 2 Ord Dec 16

ANSLOW, ALBERT SYDNEY, Ashford, Kent, Schoolmaster Canterbury Pet Dec 17 Ord Dec 17

ASHMORE, ARTHUR HALIBURTON, Hassocks, Sussex Brighton Pet Nov 19 Ord Dec 16

BLACKWELL, GEORGE GROVE, Victoria st High Court Pet Nov 28 Ord Dec 16

BLAKE, CHARLES, Bilston, Staffs, Electrical Engineer Wolverhampton Pet Dec 17 Ord Dec 17

BREWER, WILLIAM, Cardiff, Insurance Agent Newport, Mon Pet Dec 3 Ord Dec 17

COGHLAN, ANDREW, Cardiff, Engineer Cardiff Pet Dec 15 Ord Dec 15

DOLMAN, ROBERT ASPINALL, Alrewas, Staffs, Monumental Stone Mason Walsall Pet Dec 16 Ord Dec 16

EDWARDS, CHARLES JAMES, Longton, Staffs Stoke upon Trent Pet Nov 6 Ord Nov 19

ERNEST, A B, Boscombe, Bournemouth, Tailor Poole Pet Dec 5 Ord Dec 17

FAWTHROP, ARTHUR, and LEWIS ARTHUR MARSHALL, Southowram, Halifax, Quarry Owners Halifax Pet Dec 16 Ord Dec 16

FREEMAN, FREDERICK ERNEST, Cheltenham, Coal Factor Cheltenham Pet Nov 28 Ord Dec 15

GIBSON, GERALD DEARDEN, Buxton, Bookseller Stockport Pet Dec 16 Ord Dec 16

GRAY, WILLIAM JAMES, Bedford, Baker Bedford Pet Dec 16 Ord Dec 16

GREER, ANDREW, Golborne, Lancs, Lock and Hinge Manufacturer Bolton Pet Dec 13 Ord Dec 13

HALL, JOSEPH, Frodsham, Chester, Farmer Warrington Pet Nov 21 Ord Dec 15

HEAP, HENRY WALMSLEY, Darwen, Motor Waggon Driver Blackburn Pet Dec 16 Ord Dec 16

HOLMES, WILLIAM, Bolton Abbey, Skipton, Coal Dealer Bradford Pet Dec 16 Ord Dec 16

KELLETT, ABRAM, Birkbeck Bank bldgs, Contractor High Court Pet Aug 7 Ord Dec 17

KITCHEN, GEORGE JAMES, Tuxford, Notts, Motor and Cycle Agent Lincoln Pet Dec 15 Ord Dec 15

LAMMING, SIDNEY, Astwick, Beds, Farmer Bedford Pet Nov 22 Ord Dec 15

LEWIS, GEORGE WILLIAM, Humber, Hereford, Farmer Leominster Pet Dec 9 Ord Dec 17

LUCKMAN, A DICK, Chancery ln High Court Pet Sept 23 Ord Dec 17

MACFIE, DOUGLAS ARTHUR, Harrington gdns, South Kensington High Court Pet April 30 Ord Dec 17

MARSHALL, CHARLES SYDNEY, Brighton Brighton Pet Nov 24 Ord Dec 15

MASON, EDMUND CARTWRIGHT, Nottingham, Clerk Nottingham Pet Dec 15 Ord Dec 15

MELLISH, WILLIAM ROBERT, Wimbledon Park, Surrey, Restaurant Keeper Eastbourne Pet Nov 28 Ord Dec 17

MILLS, JAMES JOSEPH, Cromwell rd, Lodging House Keeper High Court Pet Nov 21 Ord Dec 17

MOSCOVITCH, LEON, Middlesex st, Furrier High Court Pet Dec 1 Ord Dec 17

PARKER, CHARLES, Lancaster, Rubber Company's Manager Preston Pet Dec 15 Ord Dec 15,

PIMBLETT, RICHARD, Lowton, nr Newton le Willows, Lancs Bolton Pet Dec 13 Ord Dec 13

PING, FREDERICK GEORGE, Clarges st, Westminster High Court Pet Nov 3 Ord Dec 17

PRESCOTT, WILLIAM, Combe Down, Somerset Bath Pet Dec 2 Ord Dec 13

ROSE, MARION FLORENCE, Winsford, Milliner Nantwich Pet Dec 15 Ord Dec 15

SERGEANT, WILLIAM RICHARD, Harrow on Humber Great Grimsby Pet Dec 12 Ord Dec 16

SHEPPERD, HARRY LAKE, Goodmayes, Essex, Overseer, Cable Dept, GPO Chelmsford Pet Nov 26 Ord Dec 17

SKELTON, DAVID, Doncaster, Yorks, Farmer Sheffield Pet Dec 16 Ord Dec 16

THOMPSON, THOMAS MAJOR, Liverpool, Commercial Traveller Liverpool Pet Dec 4 Ord Dec 17

WALTERS, WALTER GILBERT, Worle, Somerset, Baker Bridgwater Pet Nov 28 Ord Dec 15

WILDER, MARY, Pegwell Bay, Kent, Florist Canterbury Pet Dec 13 Ord Dec 13

FIRST MEETINGS.

ARROL, WALTER, Harrogate Dec 30 at 3 Off Rec, The Red House, Duncombe pl, York

ASHMORE, ARTHUR HALIBURTON, Hassocks, Sussex Dec 30 at 3 Off Rec, 12A, Marlborough pl, Brighton

BARKER, ARCHIBALD, Southport, Woollen Merchant Dec 31 at 3 Off Rec, Byrom st, Manchester

BICKERTON, JOHN THOMAS, Alford, Lincs, Grocer Dec 31 at 2 Off Rec, 4 and 6, West st, Boston

BLACKWELL, GEORGE GROVE, Victoria st, Atkin's rd, Clapham Park, Surrey Jan 4 at 1 Bankruptcy bldgs, Carey st

BOWMAN, WILLIAM CHRISTOPHER, Lanchester, Durham Farmer Dec 30 at 2.30 Off Rec, 3, Manor pl, Sunderland

DE'ROLLA, LUIGI, Manchester, Organ Dealer Dec 31 at 2.30 Off Rec, Byrom st, Manchester

FAWTHROP, ARTHUR, and LEWIS ARTHUR MARSHALL, Southowram, Halifax, Quarry Owners Dec 29 at 10.30 County Court House, Prescott st, Halifax

GIBSON, GERALD DEARDEN, Buxton, Bookseller Dec 30 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

GREER, ANDREW, Golborne, Lancs, Lock and Hinge Manufacturer Dec 31 at 11.30 Off Rec, 19, Exchange st, Bolton

HOLMES, WILLIAM, Bolton Abbey, nr Skipton, Coal Dealer Dec 29 at 3 Off Rec, 12, Duke st, Bradford

I'ANSON, ARTHUR, Middlesbrough, Chartered Accountant Jan 6 at 11 Corporation Hotel, Middlesbrough

JARDINE, CECIL ALBERT, Holt, Norfolk, Holticultural Expert Dec 31 at 12.30 Off Rec, 8, King st, Norwich

JUNIPER, ROBERT KERRISON, Norwich, Coal Merchant Dec 29 at 12 Midland Hotel, St Pancras, London

KELLETT, ABRAM, Birkbeck Bank bldgs, Chancery ln, Contractor Jan 1 at 12 Bankruptcy bldgs, Carey st

KIRKLAND, WILLIAM, Matlock, Plumber Dec 31 at 12 Off Rec, 12, St Peter's churchyard, Derby

KITCHEN, GEORGE JAMES, Tuxford, Nottingham, Motor and Cycle Agent Jan 2 at 12.30 Off Rec, 10, Bank st, Lincoln

MACFIE, DOUGLAS ARTHUR, Harrington gdns, South Kensington Jan 2 at 12 Bankruptcy bldgs, Carey st

MARSHALL, CHARLES SYDNEY, Brighton Dec 30 at 2.30 Off Rec, 12A, Marlborough pl, Brighton

MILLS, HENRY GEORGE, Southsea, Hants, Draper Dec 30 at 3 Off Rec, Cambridge junc, High st, Portsmouth

MILLS, JAMES JOSEPH, Cromwell rd, Kensington, Lodging House Keeper Jan 1 at 11 Bankruptcy bldgs, Carey st

PIMBLETT, RICHARD, Lowton, nr Newton le Willows, Lancs Dec 31 at 3 Off Rec, 19, Exchange st, Bolton

PING, FREDERICK GEORGE, Clarges st, Westminster Jan 1 at 11 Bankruptcy bldgs, Carey st

ROSE, MARION FLORENCE, Winsford, Chester, Milliner Dec 31 at 12 Off Rec, King st, Newcastle, Staffs

WHITEBREAD, FREDERICK, Crawley, Sussex, Cycle and Motor Dealer Dec 30 at 12 Off Rec, 12A, Marlborough pl, Brighton

WILKINSON, ELISHA, Barnsley, General Dealer Dec 30 at 10.30 Off Rec, County Court Hall, Regent st (Eastgate Entrance), Barnsley

ADJUDICATIONS.

ALLCOTT, WALTER HERBERT, Hall Green, Worcester, Wholesale Confectioner Birmingham Pet Dec 16 Ord Dec 16

ANSLOW, ALBERT SYDNEY, Ashford, Kent, Schoolmaster Canterbury Pet Dec 17 Ord Dec 17

ARROL, WALTER, Harrogate York Pet Nov 21 Ord Dec 15

BISGIE, EMANUEL, Butler st, Merchant High Court Pet Oct 6 Ord Dec 16

BLAKE, CHARLES, Bilston, Staffs, Electrical Engineer Wolverhampton Pet Dec 17 Ord Dec 17

CAMPION, CHARLES, Grantham, Farmer Nottingham Pet Nov 13 Ord Dec 16

COGHLAN, ANDREW, Cardiff, Engineer Cardiff Pet Dec 15 Ord Dec 15

FAWTHROP, ARTHUR, and LEWIS ARTHUR MARSHALL, Southowram, Halifax, Quarry Owners Halifax Pet Dec 16 Ord Dec 16

FREEMAN, FREDERICK ERNEST, Cheltenham, Coal Factor Cheltenham Pet Nov 28 Ord Dec 15

GIBSON, GERALD DEARDEN, Buxton, Bookseller Stockport Pet Dec 16 Ord Dec 16

GRAY, WILLIAM JAMES, Bedford, Baker Bedford Pet Dec 16 Ord Dec 16

GREER, ANDREW, Golborne, Lancs, Lock and Hinge Manufacturer Bolton Pet Dec 13 Ord Dec 13

HEAP, HENRY WALMSLEY, Darwen, Motor Waggon Driver Blackburn Pet Dec 16 Ord Dec 16

HOLMES, WILLIAM, Bolton Abbey, nr Skipton, Coal Dealer Bradford Pet Dec 16 Ord Dec 16

KITCHEN, GEORGE JAMES, Tuxford, Notts, Motor and Cycle Agent Lincoln Pet Dec 15 Ord Dec 15

LEVY, ALFRED ISAAC, Helix gdns, Brixton Hill, Jewelle High Court Pet Nov 18 Ord Dec 16

LEWIS, CHARLES HENRY, Barnstaple, House Furnisher Barnstaple Pet Nov 13 Ord Dec 14

MASON, EDMUND CARTWRIGHT, Nottingham, Clerk Nottingham Pet Dec 15 Ord Dec 15

MCGROARTY, JR, Birmingham, Engineer Birmingham Pet Aug 27 Ord Dec 15

PARKER, CHARLES, Lancaster, Rubber Company's Manager Preston Pet Dec 15 Ord Dec 15

PIMBLETT, Richard, Lowton, nr Newton le Willows, Lancs Bolton Pet Dec 13 Ord Dec 13

POLLARD, SAMUEL, Rattlesden, Suffolk, Farmer Bury St Edmunds Pet Nov 15 Ord Dec 16

POLLOCK, ROBERT, Lower William st, St John's wood, Land Agent High Court Pet May 26 Ord Dec 17

ROSE, MARION FLORENCE, Winsford, Milliner Nantwich Pet Dec 15 Ord Dec 15

SERGEANT, WILLIAM RICHARD, Barrow on Humber Great Grimsby Pet Dec 12 Ord Dec 16

SKELTON, DAVID, Balby, Doncaster, Farmer Sheffield Pet Dec 16 Ord Dec 16

TUCKER, THOMAS TAPE, Bournemouth, Tailor Poole Pet Nov 6 Ord Dec 17

WETHERELL, MARY AGNES, Leeds Leeds Pet Nov 26 Ord Dec 13

WIGG, THOMAS CARTER LANCKLOT, Shoe ln High Court Pet Nov 14 Ord Dec 16

WILDER, MARY, Pegwell Bay, Kent Canterbury Pet Dec 13 Ord Dec 13